

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor



A. Job Offer Information

| | | | | | | | |
|---|----------------|--|-----------------|----------------------------------|--------------|--|-------------|
| 1. Job Title * Farm Laborer | | | | | | | |
| 2. Workers Needed * | | a. Total | b. H-2A Workers | Period of Intended Employment | | | |
| | | 42 | 37 | 3. First Date * 3/20/2023 | | 4. Last Date * 10/20/2023 | |
| 5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. | | | | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 6. Anticipated days and hours of work per week (an entry is required for each box below) * | | | | | | 7. Hourly Work Schedule * | |
| 42 | a. Total Hours | 7 | c. Monday | 7 | e. Wednesday | 7 | g. Friday |
| 0 | b. Sunday | 7 | d. Tuesday | 7 | f. Thursday | 7 | h. Saturday |
| | | | | | | a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM | |
| | | | | | | b. 2 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM | |
| Temporary Agricultural Services and Wage Offer Information | | | | | | | |
| 8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) | | | | | | | |
| See Addendum C | | | | | | | |
| 8b. Wage Offer * | | 8c. Per * | | 8d. Piece Rate Offer \$ | | 8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$ | |
| \$ 15 .68 | | <input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH | | \$ 00 .01 | | See Addendum A. | |
| 9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * | | | | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A | |
| 10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u> | | | | | | | |
| 11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) | | | | | | | |
| Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones and other services to benefit the worker. | | | | | | | |
| Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions. | | | | | | | |
| See Addendum C. | | | | | | | |

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B. Minimum Job Qualifications/Requirements

| | | | |
|---|--|--|---|
| 1. Education: minimum U.S. diploma/degree required. * | | | |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.) | | | |
| 2. Work Experience: number of <u>months</u> required. * | | 3. Training: number of <u>months</u> required. * | 0 |
| 4. Basic Job Requirements (check all that apply) § | | | |
| <input type="checkbox"/> a. Certification/license requirements | | <input checked="" type="checkbox"/> f. Exposure to extreme temperatures | |
| <input type="checkbox"/> b. Driver requirements | | <input checked="" type="checkbox"/> g. Extensive pushing or pulling | |
| <input type="checkbox"/> c. Criminal background check | | <input checked="" type="checkbox"/> h. Extensive sitting or walking | |
| <input checked="" type="checkbox"/> d. Drug screen | | <input checked="" type="checkbox"/> i. Frequent stooping or bending over | |
| <input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs. | | <input checked="" type="checkbox"/> j. Repetitive movements | |
| 5a. Supervision: does this position supervise the work of other employees? * | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. § |
| 6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) This job requires a minimum of three months of agricultural field work experience. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency. Saturday work required. Must be able to lift/carry 50 lbs. Employer-paid post-hire drug testing is required at random, upon reasonable suspicion of use and after a worker has an accident at work. | | | |

C. Place of Employment Information

| | | | |
|---|------------|------------------|--|
| 1. Place of Employment Address/Location * | | | |
| 822 Budweiser Loop | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Bonnors Ferry | Idaho | 83805 | Boundary |
| 6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * | | | |
| Employer owns or controls all worksites. | | | |
| 7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |

D. Housing Information

| | | | |
|---|------------|------------------|--|
| 1. Housing Address/Location * | | | |
| 1072 Budweiser Loop | | | |
| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
| Bonnors Ferry | Idaho | 83805 | Boundary |
| 6. Type of Housing (check only one) * | | 7. Total Units * | 8. Total Occupancy * |
| <input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public | | 24 | 104 |
| 9. Identify the entity that determined the housing met all applicable standards: * | | | |
| <input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____ | | | |
| 10. Additional Housing Information. (If no additional information, enter " NONE " below) * | | | |
| See Addendum C | | | |
| 11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? * | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (vans, buses) transportation charges for the distances involved for both inbound and outbound transportation.

See Addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer accepts referrals/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible. Contact employer Monday through Friday during the hours of 7:00 AM - 3:30 PM PST at (208) 267-8569. Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.

Referring State Workforce Agency (SWA) is responsible for informing applicants of all terms and conditions of employment, and to notify the employer in advance of any referrals. If appropriate, the SWA should furnish translator services.

| | | |
|--|-----------------------|------------------------------------|
| 2. Telephone Number to Apply * +1 (208) 267-8569 | 3. Extension § N/A | 4. Email Address to Apply * N/A |
| 5. Website Address (URL) to Apply * www.labor.idaho.gov | | |

H. Additional Material Terms and Conditions of the Job Offer

| | |
|---|---|
| 1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? * | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

| | | |
|---------------------------------------|-------------------------------|---------------------|
| 1. Last (family) name * Atkins Jr. | 2. First (given) name * Ed | 3. Middle initial § |
| 4. Title * General Manager | | |

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|--|--|
| <p>5. Signature (or digital signature) *</p> <p>Digital Signature Verified and Retained By <i>Certifying Officer</i></p> | <p>6. Date signed *</p> <p>1/20/2023</p> |
|--|--|

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units / Estimated Hourly Rate / Special Pay Information |
|---------|---|---------------------------|----------|--|
| | Drip Program Operator | \$ 16 50 _____ . _____ | Hou r | |
| | Assistant Picker Operator | \$ 15 95 _____ . _____ | Hou r | |
| | Dryer Operator in Training | \$ 16 20 _____ . _____ | Hou r | |
| | Combine Operator | \$ 17 95 _____ . _____ | Hou r | |
| | Dryer Operator | \$ 17 95 _____ . _____ | Hou r | |
| | Seasonal Maintenance - Seasonal Shop Mechanic A | \$ 16 95 _____ . _____ | Hou r | |
| | Seasonal Maintenance - Seasonal Shop Mechanic B | \$ 15 95 _____ . _____ | Hou r | |
| | Seasonal Maintenance - Seasonal Processing Millwright A | \$ 16 95 _____ . _____ | Hou r | |
| | Seasonal Maintenance - Seasonal Processing Millwright B | \$ 15 95 _____ . _____ | Hou r | |
| | Picker Operator | \$ 17 95 _____ . _____ | Hou r | |

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units / Estimated Hourly Rate / Special Pay Information |
|---------|--|------------|----------|--|
| | Combine Operator in Training | \$ 15 95 | Hou r | |
| | Agronomist Trainee | \$ 16 50 | Hou r | |
| | Hops - Stringing (2 string) 16 + acres | \$ 18 42 | Hou r | Group piece rate \$129.00 per acre, acres 16+ Each 2-string crew consists of seven workers who will divide the group piece rate equally among the 7-member crew. Estimated hourly wage rate equivalent for this piece rate is \$18.42/hr. based on the average crew stringing 12 acres per day. Guarantee \$15.68/hr. |
| | Hops - Stringing (3 string) 0 to 9.99 acres | \$ 16 30 | Hou r | Group piece rate \$125.00 per acres 0 to 9.99 acres. Each 3-string crew consists of 8 workers who will divide the group piece rate equally among the 8-member crew. Estimated hourly wage rate equivalent for this piece rate is \$16.30/hr. based on the average crew stringing 12 acres per day. Guarantee \$15.68/hr. |
| | Hops - 1st Training (2 string) | \$ 16 17 | Hou r | \$62.00 Per acre. Estimated hourly wage rate equivalent for this piece rate \$16.17/hr. based on the worker training 3 acres (2-string, 1st training) per day. Guarantee \$15.68/hr. |
| | Hops - 1st Training (3 string) | \$ 17 04 | Hou r | \$98.00 Per acre. Estimated hourly wage rate equivalent for this piece rate \$17.04/hr. based on the worker training 2 acres (3-string, 1st training) per day. Guarantee \$15.68/hr. |
| | Hops - Baling | \$ 17 39 | Hou r | \$4.00 Group piece rate per bale. Each baling crew consists of 4 workers who will divide the group piece rate equally among the 4-member crew. Estimated hourly wage rate equivalent for this piece rate is \$17.39/hr. based on the average crew baling 200 bales per day. Guarantee \$15.68/hr. |
| | Hops - 2nd Training (3 string) | \$ 17 04 | Hou r | \$49.00 Per acre. Estimated hourly wage rate equivalent for this piece rate \$17.04/hr. based on the worker training 4 acres (3-string, 2nd training) per day. Guarantee \$15.68/hr. |
| | Hops - 2nd Training (2 string) | \$ 16 17 | Hou r | \$31.00 Per acre. Estimated hourly wage rate equivalent for this piece rate \$16.17/hr. based on the worker training 6 acres (2-string, 2nd training) per day. Guarantee \$15.68/hr. |
| | Hops - Stringing (3 string) 14+acres | \$ 18 13 | Hou r | Group piece rate \$145.00 per acre, acres 14+. Each 3-string crew consists of 8 workers who will divide the group piece rate equally among the 8-member crew. Estimated hourly wage rate equivalent for this piece rate is \$18.13/hr. based on the average crew stringing 12 acres per day. Guarantee \$15.68/hr. |

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units / Estimated Hourly Rate / Special Pay Information |
|---------|--|---------------------------|----------|---|
| | Hops - Stringing (2 string) 0 to 10.99 acres | \$ 17 14 _____ . _____ | Hou r | Group piece rate \$115.00 per acres 0 to 10.99. Each 2-string crew consists of seven workers who will divide the group piece rate equally among the 7-member crew. Estimated hourly wage rate equivalent for this piece rate is \$17.14/hr. based on the average crew stringing 12 acres per day. Guarantee \$15.68/hr. |
| | Hops - Stringing (2 string) 11 - 15.99 acres | \$ 17 42 _____ . _____ | Hou r | Group piece rate \$122.00 per acres 0 to 15.99. Each 2-string crew consists of seven workers who will divide the group piece rate equally among the 7-member crew. Estimated hourly wage rate equivalent for this piece rate is \$17.42/hr. based on the average crew stringing 12 acres per day. Guarantee \$15.68/hr. |
| | Hops - Stringing (3 string) 10 to 13.99 acres | \$ 16 88 _____ . _____ | Hou r | Group piece rate \$135.00 per acre, acres 10-13.99. Each 3-string crew consists of 8 workers who will divide the group piece rate equally among the 8-member crew. Estimated hourly wage rate equivalent for this piece rate is \$16.88/hr. based on the average crew stringing 12 acres per day. Guarantee \$15.68/hr. |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |
| | | \$ _____ . _____ | | |

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|------------------------------------|--|---|-----------------|---------------|--------------------|
| Consolidated Farms, LLC | 348 Tavern Farm Road Bonners Ferry, Idaho 83805 BOUNDARY | | 3/20/2023 | 10/20/2023 | 37 |
| | | | | | |
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D. Additional Housing Information



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| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity * |
|---|---|-------------------------------------|------------------|----------------------|--|
| <input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | 216 Tavern Farm Rd. Bonners Ferry, Idaho 83805 BOUNDARY | | 5 | 30 | <input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | | | | | <input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | | | | | <input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | | | | | <input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations | | | | | <input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____ |

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

| | | | |
|--|------|--|------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties |
| 3. Details of Material Term or Condition (up to 3,500 characters) * <small>Crops/Commodities: Hops</small> <small>General</small> A company supervisor will provide general instructions and overall supervision and direction of workers. Workers hired pursuant to this labor certification must be able to comprehend and follow instructions of a company supervisor and communicate effectively to supervisors. Unusual, complex, or non-routine activities will be supervised. Workers will be expected to perform basic duties in a timely and proficient manner without close supervision. Work assignments will be made at the sole discretion of the employer conditional on unforeseen circumstances such as weather or other unscheduled/unexpected interruptions in regular work. Workers must perform the assigned work and may not perform duties not provided in this application, or work in areas not assigned without the specific authorization of the foreman or crew boss. Workers will be expected to perform any of the listed duties as assigned by his/her supervisor. Workers will be required to attend an orientation on workplace rules, policies, and safety information prior to beginning work on or after the date of need. Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Work is to be done for long periods of time. Temperatures may range from 25 to 105 F. Workers may be required to work during occasional showers not severe enough to stop field operations. Saturday work required. Workers should be physically able to do the work required with or without reasonable accommodation. Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, environmental, pesticide warning/re-entry and other essential postings. The job requires regular standing and walking. Workers are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance. The employee is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Workers must be able to lift/carry up to 50 lbs. throughout the course of the day. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large. Employer has strict policy banning use, possession, transfer, offer, sale, or manufacture of controlled substances. The company may require the employee to submit to a drug screen if involved in an accident involving injury and/or company equipment damage. Use of any controlled substance, including marijuana and except for prescription medications, is strictly prohibited. Employer-paid post-hire drug testing is required at random, upon reasonable suspicion of use and after a worker has an accident at work. Company has a strict policy of prohibiting non-workers access to work sites or adjacent areas. No non-working minors may be present or adjacent to worksites or left in vehicles during the day. Workers who arrive for the workday accompanied by minors, other non-workers or animals will be expected to remove such from company premises as a condition of starting work. See Addendum C. | | | |

b. Job Offer Information 2

| | | | |
|--|------|--|--------------------------------|
| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the property. | | | |

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

| | | | |
|---|------------|--|-----------------------------|
| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| Employer will provide daily transportation via the following vehicles authorized for use to transport workers: 7 Ford 15-passenger vans See Addendum C. | | | |

d. Job Offer Information 4

| | | | |
|--|-------------|--|---|
| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Additional Wage Information |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * | | | |
| Workers must obtain employer's permission to make personal long-distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing. | | | |
| Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, unless otherwise noted. | | | |
| If the prevailing wage or AEWR increases during the contract period, the employer will pay the higher rate upon notification from the Department of Labor. | | | |
| Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure. | | | |
| Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs. | | | |
| Workers receive an unpaid 30-minute lunch and a paid 10-minute break for every 5 hours worked. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

| | | | |
|--|------|--|---|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties - General continued |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Persons seeking employment in this position must be available for the entire period requested by the employer. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Successful applicants will be subject to a trial period of up to ten days during which their performance of required tasks will be evaluated. If the performance during the trial period is not acceptable to the employer, the worker's employment will be terminated. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time.</p> <p>TERMINATION. All workers will be subject to a ten-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the ten day trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination.</p> | | | |

f. Job Offer Information 6

| | | | |
|---|------|--|-------------------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties - Bale Hops |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Bale Hops</p> <p>Bale hops for shipment. Operate bobcat with bucket implement to load bale press. Operate bale press to make hop bales. Record bale data. Operate fork truck to move hop bales to storage space and to load bales onto trailer for shipment. Clean baler building. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Bine Repair Re-string fallen hop plants. Hoisting fallen bines from the ground back into the up-right position using coir. Operate 4-wheeler or UTV for transport. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Chemical Application Apply pesticides, fertilizers, and growth stimulants to crop. Maintain chemical inventory within chemical storage facility. Maintain chemical storage facility in an organized and clean manner. Receive chemical shipments. Transfer chemicals from storage to mixing area. Operate pickup trucks, trailers, telehandler, forklift, tractors, and UTVs to transport chemicals. Calibrate application equipment. Read and understand work orders, product labels and SDS.' Load chemical application equipment and mix chemicals according to work order. Operate chemical application equipment including handheld sprayer, spray gun, tractor with airblast sprayer or boom sprayer, and backpack fogger. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. This position requires a yearly pesticide handler training. Must be able to pass respirator medical evaluation and be able to wear all PPE required to handle all chemicals used on farm. Clean processing facilities to HACCP plan specifications. Clean mobile equipment and vehicles. Clean using various tools and methods including commercial cleaning products, compressed air, pressure washers, vacuums, brooms, mops, rags, etc. Compost Production Maintain compost piles. Operate a tractor with a compost turning implement. Operate a front-end loader to move and combine compost piles. Utilize a thermometer to record compost temperatures. Attach and detach implements from tractors. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Dewater Fields Remove standing water from fields. Operate mobile pumps in conjunction with hoses and pipes to pump standing water from fields to drainage ditches. Operate pickup trucks, UTVs, and tractors – potentially pulling trailers - to move pumps, hoses, and pipes. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Dirt Work Prepare soil for production. Operate a tractor using various soil working implements including disks, cultivators, packers, subsoilers, markers, etc. Attach and detach implements from tractors. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used</p> | | | |

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

| | | | |
|--|------|--|--|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties - Fertilize Hops |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Fertilize Hops <p>Apply granular or liquid fertilizer to fields. Assist in unloading fertilizer from tractor trailer with auger, front-end loader, or transfer pump – depending on its form and storage method. Load fertilizer spreader with auger, conveyor, front end loader, or transfer pump – depending on its form and storage method. Operate scales to weigh the tractor and fertilizer implement for calibration. Operate a tractor with a liquid or granular fertilizer implement to apply the fertilizer. Attach and detach implements from tractors. Read and understand work orders, product labels and SDS.' Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Field Mowing Mow field cover crops. Mow hop residue post-harvest. Operate a tractor with mowing implements including rotary mowers, flail mowers, and rakes. Attach and detach implements from tractors. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Fuel Truck Fuel field equipment. Fill fuel tank on fuel truck with diesel. Transport fuel to mobile equipment located in fields. Fuel equipment. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Greenhouse Produce nursery stock for field planting. Prepare plant propagates, water plants, monitor for disease and pest pressure, fertilize via granular spreader and chemigation, move plants from greenhouse to nursery or field for planting. Clean greenhouses. Harvest hop cones from field. Operate hop combine, both as driver and as ground personnel. Operate hop truck to transport crop from field to processing facility. Scout fields for fallen bines, place fallen bines in flatbed truck for transport to processing facility. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Irrigation and Chemigation Irrigate and chemigate crop. Operate UTV to unroll drip tube in field. Operate tractor with drip tube roller implement to roll drip tube from field. Repair damaged irrigation infrastructure. Operate irrigation system to apply water in accordance with farms irrigation schedule. Monitor soil moisture using soil probe. Operate chemigation system to apply fertilizer in accordance with farms fertilizer schedule. Operate chemigation system to apply pesticides in accordance with farms pesticide schedule. Transfer chemicals from storage to injection station. Operate pickup trucks, trailers, telehandler, forklift, tractors, and UTVs to transport chemicals. Read and understand work orders, product labels and SDS.' Clean irrigation system. Winterize irrigation system. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. This position requires a yearly pesticide handler training. Must be able to pass respirator medical evaluation and be able to wear all PPE required to handle all chemicals used on farm. Operate 4-wheeler or UTV for transport. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used.</p> | | | |

h. Job Offer Information 8

| | | | |
|--|------|--|-------------------------------------|
| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties - Kiln Hops |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Kiln Hops <p>Operate kilns to dry hops. Prepare kiln beds to receive hops. Operate conveyor system to transport wet hops into kilns and dry hops to baler. Control and monitor kiln temperature and air flow. Dry hops to specification using moisture monitoring equipment. Record kiln data. Remove debris from kiln beds. Clean kiln belts, beds, and building. Mechanical Pruning Mechanically prune hop plants. Operate tractor with mechanical pruning implement. Clean mechanical pruning implements, as necessary. Replace pruning fingers on implement, as necessary. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Microprocessor Harvest hops for small scale purposes. Cut plant bottoms with hand pruners. Operate top cutter to remove bines from trellis wire. Load plants into truck for transport to microprocessor building. Operate Wolf picker to separate cones from plants. Operate gantry crane to move hop bins. Operate micro-kilns to dry hops. Operate micro-baler to bale hops. Operate pelletizer to form hop pellets. Operate trash truck to haul waste from microprocessor to compost field. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Operate Picker Operate picking machines to clean hops. Sample clean product and waste stream for calibration. Make minor adjustments on machine to improve operation. Watch for any issues that may arise in operation. Clean picking machine and the building it occupies. Perform minor maintenance to the machine. Operate trash truck to haul waste from picker to compost field. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Planting Plant hop plants. Utilize spade shovels, mattocks, and tube cutters. Dig for and cut rhizomes from established plants. Operate pickup trucks, UTVs, and trailers to transport planting material. Plant planting stock in designated locations in the field. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Quality Assurance Collect data pertinent to harvest quality. Collect hop cone samples. Perform tests including dry matter content, leaf & stem, seed content, and chemical analysis. Operate chemical analytical tools, dryers, scales, and other lab equipment. Record detailed notes. Communicate results to operators, supervisors, and managers. Operate UTV for transport. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Seed cover crop. Assist in unloading seed from tractor trailer with auger or front-end loader – depending on its form and storage method. Load seeder with auger, conveyor, front end loader, or hand bucket – depending on its form and storage method. Operate scales to weigh the tractor and seeder implement for calibration. Operate a tractor with seeder implement. Attach and detach implements from tractors. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Scouting Scout for pest, disease, nutritional issues, and male plants. Operate 4-wheeler or UTV for transport. Record pest and disease pressure. Collect soil, tissue, and cone samples. Record location of any male plants for removal. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties - Spread Compost |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Spread Compost | | | |
| <p>Spread compost in fields. Operate a front-end loader to load compost into compost spreader implement. Operate a tractor with a compost spreader implement. Operate scales to weigh the tractor and compost spreader implement for calibration. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Stringing String fields for crop support. Open and bundle coir string bales. Soak coir string bundles in water tanks, operating a front-end loader to handle bundles. Operate trucks, tractors, and trailers to transport coir string bundles from water tanks to field crews. Operate telehandler with truss implement or front-end loader to move coir string bundles onto string carts. Operate tractor with string cart attached to pull string tying crew across fields. Tie string to trellis wire from string cart platform. Clip string into soil. Repair all string that was applied incorrectly. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Training Hops Train hop vines to coir string. Hand wrap vines around coir string according to specification provided by supervisor/manager. Trellis Work Maintain, install, and adjust trellis system. Repair broken trellis and anchor wire. Straighten field and anchor poles. Replace broken field and anchor poles. Move field and anchor poles. Align trellis wire with field poles. Straighten trellis wire. Install anchors. Operate skid steers with pole grabber and auger implements, tractors with auger implements, tractors with man basket, manlift, telehandler, front-end loader, and various hand tools to complete work. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Water and Bathroom Service Provide water and restrooms to employees. Clean portable restrooms, including draining and refilling holding tank, filling soap, towel, and water dispensers. Operate UTV to deliver portable restrooms and water jugs to employees at work location. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Weeding Remove weeds in fields. Pull by hands or use hoe to remove weeds. Operate a tractor with mechanical weeder implement to remove weeds. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. Yard Maintenance Maintain a professional appearance of the facility grounds. Operate equipment such as riding mowers, weed eaters, chain saws, as well as hand tools common to yardwork. Perform work such as mowing, fertilizer applications, pruning trees and hedges, clearing debris, weed removal, planting decorative plants, and watering landscaped areas. Operate pickup trucks for personnel, tool, and debris transport. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used. String Removal Remove unharvested vines and string from field. Operate bottom cutter to cut string/vines near ground level. Operate top cutter to remove vines and string from trellis wire. Perform pre-use inspections, daily maintenance, and post-use cleaning of all equipment used.</p> | | | |

j. Job Offer Information 10

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties - Equipment Maintenance |
| 3. Details of Material Term or Condition (up to 3,500 characters) * Equipment Maintenance | | | |
| <p>Perform preventative maintenance and repairs on a wide variety of farm equipment and automotive vehicles. Tasks include but are not limited to system diagnostics, low voltage electrical work, hydraulic system testing and repairs, oil/fluid changes, component tests and replacement, test driving vehicles to check for and verify correction of problems and general fabrication/welding work. Use of both hand and power tools. Work may be performed indoors and outdoors in varying weather and lighting conditions. Some work in the field from a mobile equipment truck will also be required. Process Maintenance Repair of mechanical, electrical, and hydraulic components. Welding and fabrication. Operate various equipment and motor vehicles. Technical Services Maintenance General repairs of building including structural repairs, painting, plumbing, roofing, flooring, and lighting. Repairs of fences, signage, handrailing's, and pump docks. Operate various equipment and motor vehicles. Light demolition and cleanup of facility grounds. Repairs to irrigation and dewatering systems. Assist Process Maintenance and Shop Maintenance as needed.</p> | | | |

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Workers Compensation Insurance |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period, and any extension of employment. Name of insurance carrier: Indemnity Insurance Co of North America Policy Number: WLRC68920978 Name of person to be notified of claim: Ed Atkins Jr. Telephone number for point-of-contact: (208) 267-8569 Deadline for notification: 24 hours | | | |

l. Job Offer Information 12

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| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment. For H-2A workers, inbound transportation includes transportation via most economical and reasonable common carrier (bus or van) from the worker's home city to the Consular processing city and from the Consular processing city to the employer's housing address. Employer pays/reimburses outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Return travel reimbursements are based on the least-cost, economy-class common carrier rate (bus or van). For H-2A workers, outbound transportation includes transportation via most economical and reasonable common carrier (bus or van) from the employer's housing address to the Consular processing city or U.S. border and from the Consular processing city or U.S. border to the worker's home city. | | | |

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

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| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Daily Transportation continued |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers will be picked up at the employer-provided housing address(es) on workdays approximately 15 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the workday (2:30 p.m.) and returned to the designated employer-provided housing location. Start and end times vary and are dependent on time of year, crop condition, and weather. For workers residing in employer-provided housing, the employer provides free transportation via the above-referenced vehicles on a weekly basis (Friday at end of workday) for personal errands (e.g., groceries, banking services). Vehicles utilized to transport workers are covered under employer's vehicle insurance policy which includes property damage insurance. Vehicles will maintain applicable inspection certificates as required under 29 CFR S. 550.104 or 500.105. For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation. | | | |

n. Job Offer Information 14

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| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions |
| 3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Pay is retroactive for all acres as each level of acreage completed is reached. Pay rate is on a per day scale. POLICY ON PIECEWORK NO subcontracting (i.e., if you are not employed by Elk Mountain Farms, you are not allowed to work/help out in the fields). No after hours work will be permitted, all persons in the field performing any task must be punched into the Dayforce Timekeeper system and be supervised. There will be a minimum wage of \$15.68 per hour for all contract labor. (If you are unable to perform the assigned task at the minimum rate management may assign you to another task if work is available.) Stringing 1. There will be a minimum of 7 people on a 2 String Crew and a minimum of 8 people on a 3 String Crew. 2. Elk Mountain Farms will prepare trellis for string; supply each crew with equipment and PPE. 3. Strings must be 3 1/2 feet apart on the top wire. 4. Each crew will be responsible to fix fliers (string not properly secured to hop hill with (W) clip) and mis-tied strings on completed acreage prior to the end of the pay period. * Only 10 fliers per 40 acres will be allowed before the crew will be required to fix again. Acreage found out of compliance will be fixed immediately. * Hills found without clips may result in a suspension or discharge. * No unused string may be discarded in the field. 5. Only 1 drip tube puncture per acre per field will be allowable, excess damage to drip tubes may constitute a suspension or discharge. Training 1. At the discretion of the supervisor, if training is not satisfactory, employee will redo it before being paid. 2. Elk Mountain Farms will supply each crew with equipment and PPE. Drip Tube Installation 1. Drip tube must be placed close to the center of the hill where it will not be damaged by farm machinery. At the discretion of the supervisor, if the tube is not placed satisfactorily, the employee will redo it before being paid. 2. If employee comes to a break in the tube, he/she must re-tie it to the nearest string and continue on. Baling 1. There will be a minimum of 4 people on a Baling Crew. 2. Elk Mountain Farms will supply each crew with equipment and PPE. 3. Bales out of spec due to employee performance will be broken and | | | |

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